GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT No. 3 DATE

DEC 18 2012

LEASE NO. GS-09B-02450

ADDRESS OF PREMISES: 2200 Main Street, Walluku, HI 96793-1643

THIS AGREEMENT, made and entered into this date by and between MAUI OFFICE, LLC

whose address is: 2200 Main Street, Ste 545, Wailuku, HI 96793-1640

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to authorize and incorporate Change Orders (C/Os), inclusive of all fees, for Tenant Improvements (TIs) which exceed the tenant improvement allowance; and provide for Lump Sum Payment of these additional tenant improvement costs which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

Paragraphs 19 and 20 are hereby replaced in their entirety by:

19. The original total cost for Tenant Improvements of \$235,893.00 has been increased to \$256,051.78 and exceeds the tenant improvement allowance of \$140,897.22, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$115,154.56. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.10F of the Solicitation for Offers, incorporated and made a part of the Lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a final lump sum payment in the amount of \$20,158.78 (Paid original NTP Overage of \$94,995.78 via PS0022217 on 4/05/12) pursuant to Paragraph 20, herein. The Lessor hereby waives restoration as a result of all improvements.

\$235,893.00	Original Notice to Proceed (NTP) Total TI
\$	C/O Carpet change to Interface brand
\$	C/O Lockset changes 1
\$	C/O Mail Room cabinets
\$ \$ \$ \$	C/O View lights in doors 10"x10"
\$	C/O Fire Alarm pre-action panel for MDF Room
	C/O Lockset changes 2
	C/O Door seals/sweeps
	C/O Lockset changes 3
\$256,051.78	New Total TI (including C/Os)
<\$140,897.22>	TI Allowance
\$115,154.56	Total Tenant Improvement Overage
<\$ 94,995.78>	Original NTP TI Overage (Paid PS0022217 on 4/05/12)
\$ 20,158.78	Final C/O TI Overage

Attachments: Sheet No. 1

ibed their names as of the date first above written.		
:		
OWNOR MAN AMEN (OSTEV) (Print Name and Official title)		
IN PRESENCE OF:		
BENEFLY FOSTEY Admin ASYA (Print Name and Official tille)		
UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service		
Contracting Officer (Official title)		

SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 3 TO LEASE #GS-09B-02450

20. Upon completion and acceptance of the referenced TI C/O's identified herein, the Lessor shall submit for the final Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount not to exceed \$20,158.78 shall be submitted to:

> GSA, Greater Southwest Finance Center (7BCP) PO BOX 17181 Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A copy of the Invoice shall be simultaneously submitted to the Contracting Officer at:

GSA, Real Estate Acquisition Division Attention: Larry Becker 401 West "A" Street, Suite 2075 San Diego, CA 92101

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered

- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement) If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

All other terms and conditions of the Lease shall remain in force and effect.